



DENNIS A. TAFOYA
Director

**COUNTY OF LOS ANGELES
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE**

**NO-FAULT SETTLEMENT AGREEMENT
Mediation**

RESPONDENT: Department of Public Social
Services

OAAC # : IN06-0331

COMPLAINANT: Claudia Gonzalez

In exchange for the promises made by the Respondent contained in this agreement, the Complainant agrees to withdraw from consideration by any State or federal agency or court of law or other government entity, including, but not limited to, the Los Angeles County Office of Affirmative Action Compliance (OAAC), any charge or complaint of discrimination or other claims relating to illegal discrimination, as referenced in the above-described complaint, which are now pending on Complainant's behalf against the Respondent, its officers, agents or employees.

Further, Complainant will not institute or cause to be instituted any action in state or federal court, or before any state, local or federal government entity arising from or attributable to any alleged unlawful practice or conduct of the Respondent, its officers, agents or employees arising from or attributable to the matters referenced in the above complaint.

It is understood that this agreement does not constitute an admission by the Respondent of any violation of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans With Disabilities Act of 1990, the Equal Pay Act (29 U.S.C. Section. 206(d)), the California Fair Employment and Housing Act, and/or the Los Angeles County Code Sections 5.08.010 and 5.09.010, as amended or any other provisions of law.

In exchange for the promises of the Complainant contained in this agreement, the Respondent agrees to:

1. Take all reasonable steps to assure that the Complainant will not be assigned to work in the same District Office location as the subject of this complaint. In addition, the Respondent will instruct the subject of this complaint in writing not to initiate any contact during working hours either directly or indirectly with the Complainant by any means including personal, telephone, correspondence, and email. The Parties understand and agree that assignments and work schedules for all employees working for Los Angeles County are subject to change depending on the needs of their Department, and emergencies, but that all efforts will be taken to keep the Complainant and the subject of this above referenced complaint apart.

GONZALEZ Settlement Agreement

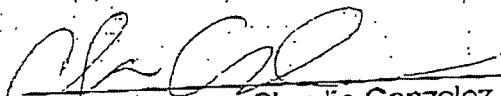
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2. Within 30 days from the full execution of this Settlement Agreement, have OAAC initiate the full investigation of the above referenced complaint and if the findings substantiate the allegations recommend appropriate corrective action.
3. Within 10 working days from the full execution of this Settlement Agreement, initiate the processing of Out-of-Class bonus pay for the period from May 3, 2006 through August 31, 2006. The Complainant agrees and understands that all back pay is subject to normal payroll deductions.
4. Within 10 working days from the full execution of this Settlement Agreement promote the Complainant to Eligibility Worker II effective February 22, 2007 and initiate restoration of the difference in pay from Eligibility Worker I and Eligibility Worker II from February 22, 2007 to the present. The Complainant agrees and understands that all back pay is subject to normal payroll deductions.
5. Within 10 working days from the full execution of this Settlement Agreement initiate restoration of all time and pay utilized by the Complainant from September 1, 2006 through March 6, 2007. The Complainant agrees and understands that all back pay is subject to normal payroll deductions.
6. Within 10 working days from the full execution of this Settlement Agreement initiate restoration of the portion of the county contribution for Medical Benefits that the Complainant would have been entitled to had she been in a paid status.
7. Pay the Complainant a lump sum of \$30,000 as a compensatory payment to resolve any and all claims that the Complainant has pending against the Respondent. The Complainant agrees and understands that the payment of the above amount will be contingent on approval by the County of Los Angeles Claims Board. The Respondent agrees to submit this matter to the County of Los Angeles Claims Board within 30 days of the full execution of this Settlement Agreement. In the event the County of Los Angeles Claims Board does not approve the lump sum payment, the entire Settlement Agreement shall be null and void. The Complainant further agrees that she shall be exclusively liable for the payment of all federal and state taxes which may be due as the result of the consideration received from this settlement, and Complainant represents that she shall make payments on such taxes at the time and in the amount required of her, if any. The Complainant also agrees that she shall indemnify the County of Los Angeles for any and all tax claims related to the payment of the above settlement monies.
8. Within 30 working days from the approval of the County of Los Angeles Claims Board provide Linda Gomez of OAAC with a letter confirming terms three through seven of the Settlement Agreement. The letter will include an itemized breakdown of all monies to be paid in terms three through six.

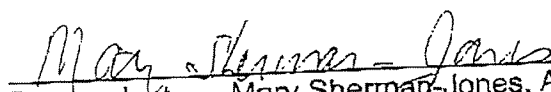
The Respondent and Complainant agree to keep the terms of this agreement confidential to the extent permissible by law. Respondent further agrees that a copy of this Agreement will not be included in the Complainant's official personnel folder.

In signing this agreement the Complainant and Respondent acknowledge that neither the OAAC, nor any of its agents or employees, has served as legal advisor to either the Complainant or the Respondent.

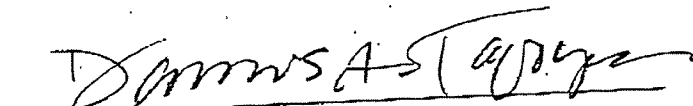
Complainant acknowledges that this agreement has been entered into without coercion or fear of retaliation.


Complainant - Claudia Gonzalez

8/08/07
Date


Respondent - Mary Sherman-Jones, Administrative
Services Manager II
For Philip L. Browning, Department Director

8/8/07
Date


Dennis A. Tafuya
Director, Office of Affirmative Action Compliance

8/13/07
Date